be equally comprehensive. See POLLOCK ON TORTS, 9 ed., 22 *et seq.*; s. c. SALMOND ON TORTS, 3 ed., 24. If recovery may be had for a certain injury, when it is intentionally inflicted, it should likewise give rise to an action when it is caused by negligent conduct. Consequently there seems no rational explanation for the refusal of most courts to allow recovery against one who fails to use due care in a situation where it is foreseeable that such failure will jeopardize another's contract rights. *Anthony* v. *Slaid*, 52 Mass. 290; *Byrd* v. *English*, 117 Ga. 191, 43 S. E. 419. The principal case invites the same criticism. The court would not refuse to take cognizance of this sort of damage if it were intended. The foreseeability of harm to a class of which this plaintiff is one, raised a duty to abstain from certain conduct; and persistence in it is the direct cause of the very injury which was foreseeable. *Metallic Com. Co.* v. *Fitchburg R. Co.*, 109 Mass. 277. The refusal of most courts to apply the general principle here suggested is due to a conservative dread of extending liability and stimulating litigation. But there would seem to be no ground for such fears, if recovery is limited to situations like that disclosed in the principal case, where the duty and the causation are clear.

TRANSFER OF STOCK — COLORABLE ASSIGNMENT TO QUALIFY ASSIGNEE AS DIRECTOR: RIGHTS OF CREDITORS OF ASSIGNEE. — The plaintiff caused one share of her stock in a corporation to be registered in the name of her son-in-law in order to make him eligible to the office of director under a statute requiring directors to be stockholders. The defendant attached the share of stock with the corporation as the property of the registered holder. The plaintiff, alleging she is the beneficial owner, seeks to enjoin the attachment. *Held*, that the injunction be granted. *Gray* v. *Graham*, 89 Atl. 262 (Conn.).

Ordinarily in a contest between a creditor of the registered owner of stock and one who has the beneficial interest, the latter is preferred. *Broadway Bank* v. *McElrath*, 13 N. J. Eq. 24; *Lund* v. *Wheaton Co.*, 50 Minn. 40, 52 N. W. 268; *Hazard* v. *National Exchange Bank*, 26 Fed. 94. This view is a consequence of the almost universal rule that an attaching creditor is not a *bonâ fide* purchaser. Moreover, quite apart from this rule, the doctrine would be justified by the demands of business convenience. Of course, the creditor cannot claim to have been misled by the form of registration, since the stock books are for the information of the corporation only. There is no common-law rule that a director be a stockholder. *Wright* v. *Springfield & New London Railroad Co.*, 117 Mass. 226. At the present time, however, this is almost universally required by statute or by-laws. It is held in several jurisdictions that this means only that a director must be the registered owner. *In re Ringler*, 145 App. Div. 361, 130 N. Y. Supp. 62; *Pulbrook* v. *Richmond Consolidated Mining Company*, 9 Ch. Div. 610. Other jurisdictions require that the director be the beneficial owner, since the purpose of the provision is to insure the election of men whose interests will induce them to conduct the business for the benefit of the corporation and to prevent the election of mere dummies doing the will of concealed principals. *Bartholemew* v. *Bentley*, 1 Oh. St. 37. If the latter view is correct the plaintiff, in the principal case, by his conduct, participated in the violation of the policy of the law, and on the familiar principle of clean hands he should have no relief in a court of equity. Most of the cases holding the contrary view involve the breach only of a by-law. In such a case it might be said that there is a wrong to the corporation only and that no third party should be allowed to take advantage of it collaterally. *Cooper* v. *Griffin*, [1892] 1 Q. B. 740; *In re The Blakely Ordnance Company*, 25 W. R. 111. *Lanzan* v. *Francklyn*, 20 N. Y. Supp. 404 (City Ct., Brooklyn). But in the principal case, although the violation of a statute is involved, the court, while deliberately denouncing the action of the plaintiff as a wrong to the public

as well as to the corporation, reaches the seemingly inconsistent result of giving the wrongdoer equitable relief.

USURY — FORFEITURES — RELEASE OF RIGHT TO SUE FOR PENALTY. — In an action to recover for usury paid, the defendant pleaded a release of all claims for usury. The consideration for the release was a fresh usurious loan. *Held*, that the release is binding. *Cotton* v. *Beatty*, 162 S. W. 1007 (Tex.).

The right to recover usury paid may be waived by a release given for good consideration. *Broadwell's Adm'rs* v. *Lair*, 10 B. Mon. (Ky.) 220; *Wing* v. *Peck*, 54 Vt. 245. When, however, as in the principal case, the consideration for the release is a fresh usurious loan, the whole transaction should be void, and the release should be ineffective. *International Building & Loan Ass'n* v. *Biering*, 86 Tex. 476, 25 S. W. 622. Indeed, releasing the claim is in effect an added sum paid for the fresh loan and might well in itself change a legal rate of interest into an usurious rate. *Cf. Schroeppel* v. *Corning*, 5 Denio (N. Y.) 236, 247. The result of the principal case is to cure usury with usury. It seems indeed strange that a court should be deceived by so transparent a device for evading the law.

WILLS — CONSTRUCTION — PARTICULAR WORDS: "CHILDREN" HELD TO MEAN ONLY LEGITIMATE CHILDREN. — The testatrix by will left property in trust for "all or any the children or child" of her brother. He had six illegitimate children by a woman who was commonly accepted as his wife, and two legitimate children by a subsequent marriage. The testatrix supposed the children were all legitimate. *Held*, that only the two legitimate children are entitled. *In re Pearce. Alliance Assurance Co.* v. *Francis*, [1914] 1 Ch. 254 (C. A.).

The principal case illustrates the operation of the well-established rule of construction that the word "children" in a will means, *prima facie*, legitimate children. *Cartwright* v. *Vawdry*, 5 Ves. 530; *Collins* v. *Hoxie*, 9 Paige (N. Y.) 81; *Heater* v. *Van Auken*, 14 N. J. Eq. 159. See 2 JARMAN ON WILLS, 5 Am. ed., 786, 6 Eng. ed., 1748; 2 WILLIAMS ON EXECUTORS, 7 Eng. ed., 1099. The cases, however, allow this presumption to be rebutted in but two ways. The illegitimate may take if the language of the will shows such an intent, either expressly, or by necessary implication, as, for example, "all the children of her body." *Sullivan* v. *Parker*, 113 N. C. 301, 18 S. E. 347. See *Hill* v. *Crook*, L. R. 6 H. L. 265, 283. Mention of the children by name is likewise an example of this class. *Meredith* v. *Farr*, 2 Y. & C. Ch. 525; *Williams* v. *MacDougall*, 39 Cal. 80. Or the presumption may be overcome if there are no legitimate children, and the particular legacy or devise would otherwise fail. *In re Eve*, [1909] 1 Ch. 796; *Gardner* v. *Heyer*, 2 Paige (N. Y.) 11. See *Hill* v. *Crook*, *supra*, 282. But the House of Lords refused to include within the latter class a case where the testator, when the will was made, might possibly have contemplated lawful children, although none in fact were ever born. *Dorin* v. *Dorin*, L. R. 7 H. L. 568. See *Ellis* v. *Houston*, L. R. 10 Ch. Div. 236, 243. Extrinsic evidence of intent to include illegitimates is generally held inadmissible. *Ellis* v. *Houston*, *supra*; *Collins* v. *Hoxie*, *supra*. Thus the court here was clearly bound by authority. As an original question, however, it would seem that this presumption should be rebuttable by evidence of the circumstances under which the will was executed. See *In re Scholl's Estate*, 100 Wis. 650, 661, 76 N. W. 616, 619; 4 WIGMORE, EVIDENCE, § 2463.

WITNESSES — IMPEACHMENT — CHARACTER EVIDENCE TO SUSTAIN WITNESS IMPEACHED BY ADMISSION OF FORMER CONVICTION ON CROSS-EXAMINA-